

Montgomery County, Maryland
Commission on Common Ownership Communities

LIMITED SETTLEMENT AGREEMENT AND LIMITED MUTUAL RELEASE

Between

Mary Dolbashian, Complainant

And

Kenwood Place Condominium, Respondent

WHEREAS, the Parties are in dispute before the Commission on Common Ownership Communities (CCOC) for Montgomery County, Maryland, involving CCOC Case No. 2025-276, revision filed on or about August 12, 2025;

WHEREAS, the Parties, after full and complete negotiation and mediation facilitated by Kimberly Pennamon on October 6, 2025, have voluntarily decided to settle the allegation of negligent maintenance, one of the seven or so matters raised in the Complaint, on or before the date of execution of this Agreement;

WHEREAS, the Parties, after full and complete negotiation and mediation facilitated by Kimberly Pennamon on October 6, 2025, discussed a procedural decision to respond to the allegations involving the proxies and ballots, also one of the seven or so matters raised in the Complaint, on or before the date of execution of this Agreement. The procedural decision was mutually discussed by the parties and decided not to be construed as an “Agreement” or a “settled,” matter of the Complaint.

WHEREAS, the Parties engaged in this mediation, in good faith, to resolve any alleged dispute, and the Parties reaching a limited settlement agreement and procedural decision is not to be construed as an admission of liability or wrongdoing on the part of the Parties;

NOW THEREFORE, the Parties enter into the following Agreement for the limited mutually convenient settlement of the dispute only surrounding negligent maintenance, as follows:

- A. Within 30 days of October 10, 2025, a certified plumber for the Respondent, Kenwood Place Condominium, will inspect the plumbing and/or pipes associated with the noises caused in and/or around the Unit (#137) of the Complainant, Mary Dolbashian, at a time mutually arranged by the Complainant, Mary Dolbashian, and the respective certified plumber for the Respondent, Kenwood Place Condominium.

NOW THEREFORE, the Parties summarized the discussion of the procedural decision surrounding the proxies and ballots, as follows:

- A. Within 14 days from October 10, 2025, Brian R. Fellner, Counsel for Kenwood Place Condominium, will notify the Commission on Common Ownership Communities (CCOC) by electronic mail (“email”) about the status or circumstances surrounding the proxies and ballots matter raised by the Complainant, Mary Dolbashian, and will furnish a copy of the guidance provided by the CCOC regarding said matter. The Complainant, Mary Dolbashian, will be included as a “cc” in that electronic mail (“email”) to the CCOC about the status and circumstances surrounding the proxies and ballots matter raised in the Complaint.

Be it resolved that the Parties also agree to the following but **ONLY as they relate to the negligent maintenance matter, and do not apply to the remaining matters or items** raised in the Complaint:

LIMITED MUTUAL RELEASE OF CLAIMS. In consideration of their faithful performance of the terms of this Agreement, the Parties, for themselves, their successors, assigns, officers, directors, executives, managers, employees, Board members, agents, attorneys, divisions, subsidiary entities, affiliates, and subcontractors at any tier, do hereby relinquish, waive, release, acquit and forever discharge each other of and from any and all claims, disputes, actions, charges, obligations, complaints, causes of action, rights, demands, debts, damages or accountings of whatever nature, at law or in equity, known or unknown, asserted or not asserted, based on any actions or events which occurred prior to the date of this Agreement that arise out of the aforesaid dispute surrounding the negligent maintenance matter.

BINDING EFFECT. This Agreement shall be binding upon the Parties’ respective heirs, successors, assigns, and personal representatives surrounding the negligent maintenance matter in the Complaint. Each party has been apprised of its rights regarding the settlement and enters into the settlement freely and voluntarily.

PROMISE TO PAY. In full settlement of the negligent maintenance matter or Controversies, any payments made as a result of this Agreement must be made within 30 days of signature. Should such payment not be issued by said date, simple interest on such amount shall accrue. The Parties understand and agree that payment is in full satisfaction and consideration for only the mutually agreed upon claims, interest, and disputes arising on or before the date of execution of this Agreement. In the event one of the Parties is required to enforce the terms of this Agreement the prevailing party shall be entitled to reasonable attorneys’ fees and costs.

NO SEVERABILITY. If any portion of this limited mutual Agreement surrounding the negligent maintenance matter is held invalid or unenforceable, all remaining portions will not remain valid and enforceable.

NEGOTIATED TRANSACTION. Each of the Parties has participated in the drafting and negotiating of this limited mutual Agreement regarding the negligent maintenance matter and

procedural decision surrounding the proxies and ballots; accordingly, for all purposes, this limited mutual Agreement shall be deemed to have been jointly drafted by the Parties.

REPRESENTATION OF AUTHORITY. Each person signing this limited mutual Agreement and procedural decision hereby represents and warrants that he or she has the authority to bind the entity on behalf of which he or she has signed.

ENFORCEMENT. In addition to any other penalty allowed by law, failure to adhere to any provision of this limited settlement Agreement and procedural decision is a Class A violation. Any failure by the Director of the Department of Housing and Community Affairs to enforce any provision of this limited mutual Agreement and procedural decision does not waive any private right of action against the violating party.

AGREED BY:

Complainant



Mary Dolbashian
Unit Owner / Director
Kenwood Place Condominium

October 14, 2025
Date

Respondent (Kenwood Place Condominium)

Name and Position

Signature

Date